


**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL PUBLIC HEARING DATE: May 10, 2021**

<b>AGENDA ITEM:</b>	
Public Hearing concerning a Resolution authorizing Mayor to execute a Development Agreement with NP ARLINGTON MIC, LLC (NorthPoint Development) concerning development of an industrial park in the Cascade Industrial Center and authorizing the Mayor to execute said agreement	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Allan Giffen, Interim Community Development staff	 , CD Director
<b>DEPARTMENT:</b>	
Community Development	
<b>ATTACHMENTS:</b>	
Resolution, Development Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
N/A	N/A
<b>SUMMARY:</b>	

NorthPoint Development has requested that the City enter into a Development Agreement, as authorized under RCW 36.70B.170 through 36.70B.210, for the development of an industrial park located in the Cascade Industrial Center. NorthPoint has acquired approximately 426 acres, of which approximately 329 acres are located in Marysville. A Development Agreement is often used for large projects to provide certainty for the developer and the city concerning development standards, infrastructure improvements, timing, and other matters related to the proposed development.

The Development Agreement includes a conceptual site plan for over three million square feet of industrial building space in Marysville. It addresses vesting under the current land use codes, relocation of Edgcomb Creek, mitigation and restoration of habitat and stream buffer, construction of a public multi-modal trail within the creek buffer, improvement of public streets and related infrastructure, and provides for possible modification of certain design guidelines of the Smokey Point Master Plan.

The term of the Development Agreement is for fifteen years, with the potential for a ten-year extension. North Point will retain ownership of the industrial park and develop buildings in phases as tenant leases are secured. State law requires that the City Council hold a public hearing and adopt a Resolution or an Ordinance to approve the Development Agreement

**RECOMMENDED ACTION:**

Staff recommends that City Council adopt a Resolution approving a Development Agreement with NP ARLINGTON MIC, LLC (NorthPoint Development), concerning the development of an industrial park in the Cascade Industrial Center, and authorizing the Mayor to execute said agreement.

**RECOMMENDED MOTION:**

I move to adopt a Resolution approving a Development Agreement with NP ARLINGTON MIC, LLC (NorthPoint Development), concerning the development of an industrial park in the Cascade Industrial Center, and authorizing the Mayor to execute said agreement.

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, APPROVING A DEVELOPMENT AGREEMENT WITH NP ARLINGTON MIC, LLC (NORTHPOINT DEVELOPMENT), FOR AN INDUSTRIAL PARK LOCATED IN THE CASCADE INDUSTRIAL CENTER.**

WHEREAS, the Puget Sound Regional Council has designated the Cascade Industrial Center, located in the cities of Marysville and Arlington, as a Manufacturing and Industrial Center in the Vision 2050 Regional Growth Strategy; and

WHEREAS, the Cascade Industrial Center is intended by the Marysville Comprehensive Plan to be a significant job center for industrial growth and establishment of family-wage jobs; and

WHEREAS, the City is interested in promoting high quality development within the Cascade Industrial Center in cooperation with property owners and industrial developers; and

WHEREAS, NP ARLINGTON MIC, LLC (NORTHPOINT DEVELOPMENT) has proposed a large industrial park development in the Cascade Industrial Center within Marysville and Arlington, and has requested that the City enter into a Development Agreement to establish a framework for permitting future development of the lots within the proposed industrial park; and

WHEREAS, the City Council held a public hearing on May 10, 2021, to consider the details of the Development Agreement; and

WHEREAS, the City Council finds that it is in the City's best interests to enter into a Development Agreement to govern the development of the industrial park and implement the goals of the Marysville Comprehensive Plan for the Cascade Industrial Center to develop as a regionally significant job center.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the Development Agreement with NP ARLINGTON MIC, LLC (NorthPoint Development), attached hereto as Exhibit A to this Resolution is approved.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the Development Agreement will be recorded with the Snohomish County Auditor.

ADOPTED by the City Council at an open public meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_  
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

This DEVELOPMENT AGREEMENT (“Agreement”) by and between the City of Marysville (“City”), a Washington municipal corporation, and NP ARLINGTON MIC, LLC (“Owner”), a Delaware limited liability company, is effective on the date of the last signature below. The City and Owner are referred to collectively as the “Parties” and individually as a “Party.”

### RECITALS

A. WHEREAS, Owner is affiliated with NorthPoint Development LLC which is a national industrial developer of more than 80 million square feet nationwide with interest in developing approximately 426 acres in the Cascade Industrial Center, which development shall be known as the Cascade Business Park; and

B. WHEREAS, the Cascade Business Park will include development of properties in the cities of Arlington and Marysville which is legally described in Exhibit A (the “Property”) and shown in Exhibit B (the “Development Area”); and

C. WHEREAS, approximately 339 acres of this 426 acre development will be in the City of Marysville; and

D. WHEREAS, Owner expects to invest nearly four hundred million dollars (\$400,000,000) in this 426 acre industrial park over the next several years in its construction of approximately 4.156 million square feet of industrial space and approximately \$14.7 million in public road, water and sewer improvements; and

E. WHEREAS, Owner’s project will provide other public benefits to the City, including the creation of thousands of new jobs that improve the City’s jobs to housing balance and complete the realignment of Edgecomb Creek; and

F. WHEREAS, a project of this magnitude will result in substantial short- and long-term economic benefits to the city and area taxing districts, including the Marysville School District, Marysville Regional Fire Authority, Sno-Isle Library System, and Snohomish County; and

G. WHEREAS, RCW 36.70B.170 through 36.70B.210 authorizes cities to enter into development agreements with property owners to govern the future development of real property development agreement between Owner and the City is a collaboration that will provide mutual benefit for the Parties and the citizens and businesses of Marysville; and

H. WHEREAS, this Agreement is necessary to provide the Owner with confidence that its multi-year investment in the project will not be unreasonably delayed or burdened; and

I. WHEREAS, the completion of the Project in accordance with this Agreement will implement city, county and regional employment the goals and policies, including goals and policies of the Marysville Comprehensive Plan and the Arlington-Marysville Manufacturing Industrial Center (AMMIC) Subarea plan, which include but are not limited to: developing sites to be ready for new uses, creating a connected street network, realigning of Edgecomb Creek, and contributing to a continuous trail system; and

J. WHEREAS, by executing this Agreement, the Parties intend to set forth common goals, mutual agreements and understandings as they relate to the development review process and ultimate development of the Property and the Project; and

K. WHEREAS, by executing this Agreement, the Parties recognize that future amendments or separate Development Agreement(s) may be appropriate to further address development and mitigation.

## **AGREEMENT**

PURSUANT TO RCW 36.70B.170 through 36.70B.210 and in consideration of, and subject to, the mutual promises, benefits, and obligations set forth herein, the City and Owner enter into the following Development Agreement and agree to be bound by its terms.

**1. Land.** The Property governed by this Agreement, exclusive of public right-of-way, consists of approximately three hundred and thirty-nine (339) acres located at 152<sup>th</sup> Street NE and 51<sup>st</sup> Avenue NE, Marysville, Washington, and legally described on Exhibit A to this Agreement. The Property governed by this Agreement is depicted on Exhibit B to this Agreement.

**2. The Project.** The Project is the proposed development of the Property with seven buildings containing approximately 3 million square feet of Class A industrial manufacturing and warehouse space, within the City of Marysville, together with associated parking, drainage, and utility infrastructure. The Project also includes a relocation of Edgecomb Creek, habitat enhancement, wetland creation, and a pedestrian trail. A copy of the project's conceptual site plan is attached hereto as Exhibit C ("Conceptual Site Plan").

**2.1** Conceptual Site Plan: This plan is intended to be a general guide to the future development of the property. Buildings and site improvements depicted on the Conceptual Site Plan represent the intended layout and use of the property, and projected overall scope of development for purposes of illustration and analysis of overall impacts under the State Environmental Policy Act (SEPA). Individual buildings will be evaluated for compliance with this agreement and applicable regulations based on more detailed site development plans to be submitted in the future for review by the City.

**2.1.1** Parcel 310534-003-003-00. The Conceptual Plan shows that parcel 310534-003-003-00, a 10.18-acre parcel zoned Residential 4.5 (R4.5), is intended by Owner to be developed in the future for industrial purposes. Existing zoning does not currently allow for the intended industrial development. Owner anticipates applying for a rezone or other zoning allowance to permit the use as reflected on the Conceptual Plan. The parties acknowledge it serves the public's interest to know the full intent of the Owner's plans. However, Owner acknowledges, specific to this parcel's inclusion within the Development Agreement and Binding Site Plan that this Agreement does not constitute any a guarantee of future legislative or quasi-judicial action on the part of the City to approve a rezone or other zoning allowance.

**2.2** SEPA Review: The environmental review required pursuant to SEPA for the Conceptual Site Plan as part of the Development Agreement is intended to cover the future development activities anticipated to implement buildout of the Binding Site Plan and the Conceptual Site Plan. Such development activities include (a) relocation of Edgecomb Creek; (b) site grading; (c) construction of utilities; (d) construction of public and private streets and transit infrastructure within and abutting the project; (e) construction of buildings and related site improvements such as parking, driveways, pedestrian walkways, stormwater infrastructure, landscaping, and related improvements. Development activities that are identified in the SEPA checklist and accompanying materials, and any minor changes to the Project as addressed in Sections 4.4 and 4.6, shall not require additional SEPA review unless the City's SEPA Responsible Official determines that adverse environmental impacts that were not known or addressed in the original SEPA analysis require additional review under SEPA.

**3. Mutual Benefits.** The City recognizes the public benefits of the Project, which include job creation, increased tax revenue, relocation and restoration of Edgecomb Creek, and the dedication of land for public use. Benefits to the Owner as a result of this Agreement include certainty of development standards, deviation from certain code regulations and guidelines, and credit for improvements against mitigation fees.

**4. Vested Rights.**

**4.1 Vesting of Binding Site Plan to Development Standards.** Except as expressly stated otherwise herein, any amendments to or additions to City development standards, including impact and mitigation fees, adopted by the City during the term of this Agreement shall not apply to or affect the conditions of development of the Project and construction of buildings. Except as provided for in Section 4.3, the Project, including building permits shall be vested to and governed by the City of Marysville Municipal Code development standards in effect at the time Owners filed a complete binding site plan application for all or any portion of the Development Area, generally consistent with the Conceptual Site Plan. As used in this Agreement, the terms "development standards" shall be as defined in RCW 36.70B.170, including but not limited to those impact and/or mitigation fees in effect at the time of vesting, development regulations, policies, procedures and guidelines addressing zoning, environmental review and mitigation (including SEPA procedures and substantive SEPA policies and mitigation), building and site design, utilities, stormwater, transportation concurrency and other laws, ordinance, policies, and administrative regulations and guidelines governing land development.

**4.2 Concurrency.** Once a binding site plan is approved, the project's concurrency approval shall be exempt from the six (6) year limit imposed by MMC Chapter 22D.030.070(6)(ii). This exemption shall apply to any amendments under Section 4.7 which do not increase the project's cumulative trip generation by more than ten percent (10%). Any concurrency approval or certificate shall run with the term of this Agreement through construction and certificate of occupancy.

**4.3 Exemptions.** Except as otherwise addressed in Sections 4.1, the following fees, charges and regulations are not vested under this Agreement:

- 4.3.1 Plan review fees and inspection fees established by schedules, charts, tables, or formula;
- 4.3.2 Water, sewer, stormwater, and other utility connection charges, general facility charges, Capital Facility Charges, and monthly service charges;
- 4.3.3 Amendments to building, plumbing, mechanical, fire, and other construction codes adopted pursuant to RCW 19.27 and 19.27A until such time as complete building permit application(s) are submitted; and
- 4.3.4 Other City enactments that are adopted pursuant to state or federal mandates (such as, but not limited to, the City's NPDES Municipal Stormwater Permit) that preempt the City's authority to vest regulations.

**4.4 Changes to Conceptual Site Plan.** The Parties recognize the Owner may change aspects of the Conceptual Site Plan to accommodate market demand or better situate the buildings within the Development Area. Changes to orientation of the building, including any consequent infrastructure changes, or changes to the size of any building in the Conceptual Plan shall not be deemed to vitiate the vested rights set forth in the terms of this Agreement. Minor amendments to an approved binding site plan shall be an administrative decision in accordance with 22G.010.260(2), (3), and (4).

**4.5 Future Amendments to Code.** Owner may request that future amendments to the Marysville Zoning Code, the Marysville Municipal Code, or other standards, regulations, policies, or guidelines be applied to the Project. The City's Community Development Director may deny such request if the Director determines that compliance with any vested-to regulation would preclude application of said future amendment, if said future amendment would conflict with the City's intent in approving this Development Agreement or if said future amendment would not achieve a development of like quality and benefit to the City. If Owner disagrees with such denial, Owner may apply to the City Council for an amendment of this Agreement as provided for in Subsection 4.7 below.

**4.6 Amendments to Agreement.** This Agreement and the Conceptual Site Plan, including binding site plan and all permits necessary to construct and occupy buildings and improvements, may be amended administratively as a minor amendment unless any the following is proposed: (i) any land use not otherwise allowed under the regulations in effect at the time of the proposed amendment; (ii) any reduction in the amount of required open space; (iii) more than a 25% increase in total square footage on any lot, provided that impacts associated with such an increase are mitigated according to City codes or SEPA mitigation measures; (iv) any reduction in the infrastructure required by this Agreement; or (v) any request to apply future code amendments denied by the Planning Director under Subsection 4.6. City staff shall be entitled to administratively approve minor amendments to this Agreement. A "Minor Amendment" is defined as an amendment that does not increase the total building square footage by more than 25% on any lot or create a probable significant adverse impact to surrounding properties above those impacts previously analyzed under SEPA. Any amendment proposing any of the activities or changes in the foregoing list (i)-(v) must be approved by the Marysville City Council using the process for consideration of development agreements set forth in the MMC.

**4.7 City's Reserved Rights.** Notwithstanding any other provisions of this Agreement, pursuant to RCW 36.70B.170(4) the City reserves authority to impose new or different officially adopted regulations of general applicability to the extent required by a serious threat to public health and safety, as determined by the Marysville City Council after written notice and an opportunity to be heard has been provided to Owner.

**5. Term.** The term of this Agreement shall be fifteen (15) years, except as provided in this Section. The City and Owner may agree at any time after the execution of this Agreement, but no more than five years before its expiration, to extend the term of this Agreement for a further ten (10) years, provided that the developer has completed at least fifty percent of the project, complied with this agreement, and all regulations and such extension is approved by the Marysville City Council, which extension shall not be unreasonably withheld.

**6. Access, Circulation, and Public Roads.** The City recognizes that the road layout within the Conceptual Site Plan is different from the road network shown in the Smokey Point Master Plan and AMMIC Subarea Plan; however, as stated on page 15 of the AMMIC Subarea Plan, the road network shown is only one option for development. The City acknowledges that subject to final review and approval of the Owner's transportation impact analysis it would accept the road network shown in Owner's Conceptual Site Plan for access, circulation, and public roads as providing an equal level of service which will support development of larger industrial buildings and maximization of the economic benefits of industrial development in the AMMIC. The City agrees that 59th Avenue NE and 160<sup>th</sup> Street NE will be constructed in accordance with the attached Conceptual Site Plan in Exhibit C and road cross section in Exhibit D.

**7. Credits, Reimbursements, and Cost Recovery.** The City acknowledges that full build out of the project's infrastructure will include many public improvements, which include but may not be limited to roads, non-motorized improvements (trails), sewers, and water lines. In recognition of the significance of these public improvements, the City will credit or adjust impact fees, connection charges, system development charges, etc. in accordance with the following:

**7.1 Traffic Impact Fee Credits.** The total traffic impact fees for Owner's project shall be calculated based on the total traffic impact fee due less:

**7.1.1** Credit for land dedicated in accordance with MMC 22D.010.060

**7.1.2** Credit for construction of road system capacity improvements in accordance with MMC 22D.030 for those projects within the adopted transportation impact fee cost basis as it exists or may be amended.

**7.1.3** Construction of off-site projects identified as inadequate road conditions in accordance with MMC 22D.030.

**7.1.4** Credit for construction of regional motorized and non-motorized improvements in accordance MMC 22D.010.070.

**7.1.5** Other credits as may be authorized by the MMC or permitted under RCW 82.02.

**7.2 Parks, Recreation, Open Space and Trail Impact Fee.** The fees, if any, shall be calculated based on the total impact fee due less credit for



construction of passive and active open space, including trails, interpretive areas, etc. in accordance with MMC 22D.020.130.

- 7.3 Credit for Regional Improvements.** Owner shall be entitled to such other credits applicable for construction of street, trail, stormwater, sewer, and water improvements in accordance with MMC 22D.010.070.
- 7.4 Credit for Oversizing Utilities.** Owner shall be entitled to reimbursement of the cost to construct oversized utilities in accordance with MMC 14.07.080, which reimbursement can be in the form of credits against capital improvement charges.
- 7.5 Cost Recovery.** The City agrees that in accordance with MMC 14.07.090 and 22D.030.070 it will work cooperatively with the Owner to approve cost recovery (i.e. latecomers agreement, LID, ULID, etc.) agreements to collect pro-rate reimbursements from those properties benefitting from Owner's improvements to streets, water, sewer, stormwater, and etc.

**8. Security for Performance and Maintenance.** The City and Owner agree to cooperate on appropriate and necessary bonding terms to serve the purposes of any said bonding and to allow the Project to proceed without delay or unreasonable financial burden. The City agrees to limit its requirements for performance and/or maintenance bonds to the requirements of MMC Chapter 22G.040; provided that the City Engineer may authorize waiving or lowering the amount of security required by MMC 22G.040.040 and 22G.040.050 upon demonstration by the Owner that the revised security amount or an alternative to security provides assurance of performance and/or maintenance sufficient for the timely completion and maintenance of improvements. For example, the City Engineer may wave bonding requirements when bonding is already required by a third party (such as a state or federal agency). Nothing herein shall preclude the Owner from having the option to bond for certain required or phased improvements, which bonding may be necessary to allow the developer to obtain certificates of occupancy and/or proceed with additional phases of development prior to completion and acceptance of improvements. Owner may furnish any bonding the City may require in the form of insurance bond(s).

**9. Entitlement and Permitting.** The City recognizes that time is of the essence in various permitting and improvement activities for the Project to succeed. To such aim, the City agrees to expeditiously process entitlement and permit requests, including but not limited to concurrent review of land use, civil and building permits and review and issuance of early clear and grade permits as the Owner may identify as necessary to achieve economies of scale for the volume of import fill material required for site development. Owner agrees to hold City harmless for costs associated with any changes required to civil or building plans submitted for concurrent review that are required by changes necessary to land use plans. Further, the City and Owner agree:

- 9.1 Realignment of Edgecomb Creek and Alterations to Wetlands.** The City has identified the realignment of Edgecomb Creek as necessary to maximize the economic benefit of industrial center development, create opportunities for a non-motorized trail to fulfill policies AMMIC-LU-5.1 (use as a site amenity) and T-1.5 (non-motorized network), and improve the City's jobs to housing ratio. Owner has agreed to relocate, realign, and restore Edgecomb Creek to the extent permitted by the U.S. Army Corps

of Engineers, Washington State Department of Ecology, Washington Department of Fish and Wildlife, and the Tulalip Tribe. Multiple regulated wetlands located within the Development Area also require alteration to provide a cohesive industrial park. In recognition of Owner's contributions to fulfilling the AMMIC Subarea Plan goals and objectives:

**9.1.1 Agency Approval.** The City agrees to support Owner's efforts to obtain the necessary federal and state permits prerequisite to local approvals that will be required to complete the relocation, realignment, and restoration of Edgecomb Creek and the alteration (complete fill) of all wetlands in the Development Area.

**9.1.2 Local Approval.** Contingent upon federal and state agency approvals, the City shall consider such approvals to constitute Best Available Science as required by MMC 22E.010.040(1), and the City will permit the fill and relocation of Edgecomb Creek, the fill of all wetlands in the Development Area, and implementation of compensatory wetland mitigation within the relocated Edgecomb Creek mitigation corridor on the Property.

**9.1.2.1** The relocated Edgecomb Creek corridor will be 315 feet wide on the Property in the City of Marysville, generally extending west from the Burlington Northern Santa Fe Railway ("BNSF") property located east of the Development Area. The corridor will be 280 feet wide at one location, north of 152<sup>nd</sup> Street NE, for the minimum length necessary to accommodate traffic needs. North to south, the corridor within the City of Marysville will extend from the Arlington/Marysville City limits to the southern relocation limits of Edgecomb Creek. The corridor will fully contain the relocated Edgecomb Creek, side channel habitat, wetland creation areas, all protective buffers, regional multipurpose trail with related trail amenities, and building setbacks.

**9.1.2.2** Upon relocation of Edgecomb Creek, the existing stream channel will be immediately filled.

**9.1.2.3** All wetlands in the Development Area will be filled (minimum of 2.58 acres in the City of Marysville).

**9.1.2.4** Stormwater management facilities and a 12-foot wide pedestrian trail will be allowed in the outer 50 feet of the relocated Edgecomb Creek corridor, adjacent to the Development Area.

**9.1.2.5** For any offsite critical areas located on the west side of the 51<sup>st</sup> Avenue NE, any associated buffer shall terminate at the road edge and not encumber the Property.

**9.1.2.6** Due to the extensive review by state and federal agencies and tribal entities and Owner's use of a fluvial

geomorphologist to design the relocated Edgecomb Creek, the City agrees that a private third-party biologist will not be hired by the City to review critical area studies produced by the Owner's consultant, provided such studies are approved by state, federal, and tribal agencies as may be required.

**9.1.2.7** If relocating Edgecomb Creek prior to initiation of other permitted activities is determined to be infeasible (e.g., due to in-water work windows imposed by other agencies), the creek relocation and wetland creation measures may occur concurrently with other permitted activities and in accordance with approved federal and state timelines.

**9.1.3 Public Benefit.** The City, in adopting the AMMIC Subarea Plan, identified the realignment of Edgecomb Creek in policy AMMIC-NE-1.3 as needed to integrate and enhance fish and wildlife habitat with stormwater management. Edgecomb Creek realignment and restoration is not merely a habitat improvement, but also constitutes stormwater facility improvements listed as projects QC5a, QC5b, and QC5c (Exhibit 7 and pages 35-37) with costs estimated in the tens of millions of dollars. The City acknowledges that Owner's realignment and restoration of Edgecomb Creek is a public benefit to the City as it supplements and supplants a Quilceda Creek sub-basin stream and aquatics systems enhancement strategy as identified in policy AMMIC-LU-5.3.

**9.1.4 Ecological Benefit.** Owner's realignment and relocation of Edgecomb Creek will enhance fish and wildlife habitat, reduce flooding in the sub-basin, increase wetland size and functionality, and integrate the stream with strategies for the management of stormwater as the industrial center is built-out. Compensatory wetland mitigation will conform with federal and state requirements and the City's wetland replacement ratios in force as of the Effective Date.

**9.1.5 Security for Performance and Monitoring of Critical Areas.** Owner's project requires Federal and State agency approvals and falls under Section 404 of the Clean Water Act (CWA), requiring financial assurances, if necessary, to ensure a high level of confidence that the compensatory mitigation project will be successfully completed in accordance with applicable performance standards. Per 33 CFR 332.3(n), financial assurances that may be required are in the form of performance bonds, casualty insurance, legislative appropriations for government sponsored projects, or other appropriate instruments. To avoid duplicative security, the City shall accept conditions imposed by State or Federal agencies as fulfilling the requirements for MMC 22E.010.260.

**9.2 Master Grading Permits and Hauling Permits.** The City will grant to Owner and/or its affiliates or contractors/subcontractors all applicable clearing, grading, stormwater, right-of-way and haul route permits for that

portion within the City of Marysville, which approvals are necessary to prepare the site to receive adequate import material to achieve the grades and elevations necessary to construct the improvements and build the planned buildings and discharge stormwater flows generated onsite to Edgecomb Creek. It is estimated that approximately 4 million cubic yards of import fill will be required from off-site locations, and filling and grading activities may occur over a period of 10 years as the park is built out. The City will cooperate to accommodate the necessary import effort.

**9.3 Development in Multiple Phases.** Owner may construct the buildings and improvements in multiple phases. As phases and buildings are completed, the City will not delay certificates of occupancy based on future phase improvements. Developer shall have the discretion to determine the number of phases and units within each phase based on market demand.

**9.4 Interpretation and Applicability of Design Standards.** Pursuant to MMC 22C.060.020, the design standards within the Smokey Point Master Plan (SPMP), as amended by Ordinance No. 2922, shall be applied as provided herein. The City and Owner agree to cooperate reasonably regarding all aspects of the design of the development, understanding that the varying nature of each building's operations and needs for various industrial users require appropriate flexibility in certain locations of the site. In determining whether a development proposal meets these guidelines, the MMC gives the Community Development Director the authority to consider:

- (i) If a guideline or requirement is not applicable or appropriate in a specific instance; or
- (ii) If the development proposal meets the intent of the guidelines in some other manner; or
- (iii) There is convincing evidence that applying the standard would not be in the public interest.

The authority given the Community Development director in MMC 22C.060.020(2)(b) to approve alternative standards to the SPMP design guidelines is applied to the entire development plan subject to this Development Agreement, as follows:

**9.4.1** Section 9.4. of the SPMP design guidelines, Visitor and customer parking: Employee parking may be allowed in front of the building when necessary to separate passenger car traffic on-site from truck traffic, maneuvering and parking areas.

**9.4.2** Section 9.4.2 and 9.5.1 of the SPMP design guidelines, Service and storage areas: Service areas may be located to the side, rather than the rear of buildings, when necessary to accommodate truck maneuvering and parking areas, and when screened from view from the street.

- 9.4.3** Section 9.6.1 and 9.6.2 of the SPMP design guidelines, truck access and visitor / employee access: Owner may provide shared passenger vehicular and truck access points and internal truck private roads, when determined to provide for public safety by the City Engineer, provided clear separation between passenger vehicles and trucks can be achieved through design, signage, and security (where applicable).
  - 9.4.4** Section 9.7.3 and 9.7.6 of the SPMP design guidelines, parking lot pedestrian crossings: Pedestrian crossings within parking lots need not be denoted by either stamped concrete or colored pavement. Painted pedestrian striping may be used to delineate pedestrian walkways in parking lots.
  - 9.4.5** Section 9.7.3 and 9.7.6 of the SPMP design guidelines, parking lot pedestrian crossings: Provide no more than two pedestrian connections between each building and the public right of way, unless the Community Development Director determines that more are required to provide for adequate pedestrian circulation and safety.
  - 9.4.6** Section 9.7.3 and 9.7.6 of the SPMP design guidelines, parking lot pedestrian crossings: Parking will be allowed to overhang sidewalks so long as the width of the sidewalk is expanded to compensate.
  - 9.4.7** Section 9.8.1, 9.8.2 and 9.8.3 of the SPMP design guidelines, Pedestrian amenities: Rather than requiring pedestrian amenities on-site, pedestrian amenities may be provided by the 12-foot wide pedestrian trail and pedestrian amenities to be located within or adjacent to the buffer of the relocated Edgecomb Creek, or within the 59<sup>th</sup> Street right of way, as well as within connections between individual lots / buildings and the relocated Edgecomb Creek. The design of connections between individual lots / buildings and the relocated Edgecomb Creek shall be approved by the City Engineer and Community Development Director.
  - 9.4.8** Section 9.8.1, 9.8.2 and 9.8.3 of the SPMP design guidelines, Pedestrian amenities: Within 160<sup>th</sup> Street NE, 59<sup>th</sup> Avenue NE public rights-of-way, and the east-west private roads, combining the required bike lanes and sidewalks along each right of way into a 12-foot multi-purpose pathway that creates physical separation from the roadway shall be permitted in order to encourage maximum utilization of pedestrian and bike connections throughout the development and to locations where future transit is anticipated.
- 9.5** On a case-by-case basis for development of individual lots, Owner may submit proposals it feels meet the intent of the design standards but not necessarily the specifics of one or more standards. In such cases, the director will determine if the intent of the standard has been met.

**9.6 Duplication of Multi-use Trail Not Required.** The multi-use trail along 59<sup>th</sup> Avenue south of 160<sup>th</sup> and the trail proposed along Edgecomb Creek may merge and be located along the eastern right of way, subject to design approval by the City Engineer. To reduce impervious surface and encourage use and enjoyment of the facilities provided within the industrial park, the City will not require separate segments of the trail running parallel along 59<sup>th</sup> and within the Edgecomb Creek Corridor.

**9.7 Flexible Utility Design** – the City and owner will work together to develop efficient designs to reduce future maintenance costs as well as provide equivalent service, where approved by the City Engineer, Building Official and/or Fire Marshal. For example, where appropriate water lines for fire hydrants will be allowed to be extended from the public right-of-way to serve the front of the building so that a redundant fire line is not required parallel to the one already located in the public right-of-way.

**10. Rail Service to Park.** The site is adjacent to an active Burlington Northern Santa Fe Railway (“BNSF”) rail line. BNSF has expressed interest and has provided preliminary drawings that include proposed rail spurs to service the Project. The current proposal is to construct a switch from the existing spur to side spurs into the Project on its southern end, south of the Edgecomb Creek Culvert beneath the mainline rail and potentially crossing 152<sup>nd</sup> avenue. The City agrees to cooperate in this endeavor and to accommodate the rail including but not limited to the roadway crossing so long as the cost of maintaining such rail and crossing, including the feasibility analysis required in advance of permitting a new crossing, is paid by others. The City agrees to let BNSF be the petitioner for any application to the Washington UTC for a new crossing. Owner agrees to work with the City in designing any improvements to ensure the safety of all users and the ability of the City to meet quiet zone requirements.

**11. Transfer of Ownership.** In the event of transfer of ownership of all or any portion of the Property, the benefits accruing to, and the obligations placed upon the Owner under this Agreement shall run with the land and title to the Property and inure to the benefit of, and be binding upon, each person having any right or title or other legal interest in the Property with respect to that party’s interest in the Property. This Agreement shall be deemed to create privity of contract and estate with and among all persons and entities acquiring any interest in the Property subsequent to the date hereof.

**12. Miscellaneous Provisions.**

**12.1 Code Citations.** All citations and references to the Marysville Zoning Code and Marysville Municipal Code in this Agreement shall refer to those provisions in force as of the Effective Date unless otherwise expressly stated.

**12.2 Recording.** This Agreement shall be recorded in the records of Snohomish County Auditor. The provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of the Parties, their successors in interest and assigns.

**13. Equal Opportunity to Participate in Drafting.** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be

construed against any Party based upon a claim that such Party drafted the ambiguous language. There shall be no presumption against the drafting party of any provision herein. The terms of this agreement shall be interpreted subject to the laws of contract in the State of Washington.

**14. Full Understanding – Construction.** The Parties each acknowledge, represent and agree that they have read this Agreement, that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents.

**15. Dispute Resolution.** In the event of any disagreement or dispute as to interpretation or application of any terms or conditions of this Agreement, designated officials with authority to resolve the matter from the Owner and City shall meet in person or by virtual means within ten (10) business days after request from either party for the purpose of attempting, in good faith, to resolve the disagreement or dispute. The meeting may, by mutual agreement be continued to a further date certain in order to include any other necessary agencies with authority over the dispute or disagreement, to obtain additional information, or to engage the services of an agreed-upon mediator, the cost of which shall be borne equally by the City and Owner. In the event this dispute resolution is unsuccessful, either party may proceed with an action in law or equity brought before the Superior Court of the State of Washington, Snohomish County.

**16. Specific Performance.** During the Term of this Agreement as provided for in Section 5, above, the Parties specifically agree that damages are not an adequate remedy for breach of this Agreement and that the Parties are entitled to specific performance of all terms of this Agreement by any Party in default hereof. No party shall be in default under this Agreement unless it has failed to perform following written notice of default from the other party. Notice of default shall allow the defaulting party thirty (30) days to cure or commence cure where thirty (30) days is insufficient for a complete cure. Each notice of default shall specify the nature of the alleged fault and the manner in which the default may be cured satisfactorily. A party not in default under this Agreement shall have all rights and remedies provided by law or equity, including without limitation: issuance of a stop work order, injunction, damages, action for specific performance, or to require action consistent with this Agreement. Nothing herein will operate to prevent either party from taking legal action regarding noncompliance that threatens public health, safety or welfare prior to the expiration of the thirty (30) day cure period following notice of default. No such action or proceeding will operate to automatically terminate this Agreement, nor shall it release either party from any promise or obligation herein nor shall it release either party from any liability or obligation with respect to any breach of this Agreement occurring prior to the commencement of any legal action by a party.

**17. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Washington, notwithstanding any conflicts of law provisions. Venue will be in Snohomish County.

**18. Notices.** All notices and other communications required or otherwise provided for by this Agreement shall be in writing and shall be given to the following persons:

**CITY OF MARYSVILLE**  
Attention:  
Community Development Director

**NP ARLINGTON MIC INDUSTRIAL, LLC**  
Attention:  
Nathaniel Hagedorn

80 Columbia Ave  
Marysville, WA 98270

4825 NW 41<sup>st</sup> St. Suite500  
Riverside, MO 64150

And to its Attorney:

And to its Attorney:

City of Marysville City Attorney  
Attn: Jon Walker  
1049 State Street  
Marysville, WA 98270

Johns Monroe Mitsunaga Kolouskova, PLLC  
Attn: Duana Kolouskova  
11201 SE 8<sup>th</sup> Street, Suite 120  
Bellevue, Washington

The Parties may, from time-to-time, notify each other in writing of changes in the names and addresses of persons to receive notices and communications and such changes shall become effective upon receipt by the non-notifying Party. Notices shall be deemed received within three days after being placed in the United States Mail, properly addressed and postage prepaid, or upon personal delivery.

**19. Attorney's Fees.** If either Party institutes litigation against the other Party to enforce any provision of this Agreement or to redress any breach thereof, the prevailing Party shall be entitled to recover its costs and reasonable attorney's fees incurred in such litigation.

**20. Severability.** If any section, sentence, clause or phrase of this Agreement is determined to be invalid or unconstitutional by any court of competent jurisdiction, the remaining sections, sentences, clauses and phrases shall remain viable and in full force and effect.

**21. Counterparts.** This Agreement may be executed in counterparts, with each Party sending a .pdf of its signature to the other Party via email transmission. This Agreement, when fully executed and signature pages exchanged as provided herein shall be effective as the original document.

**22. Exhibits.** This Agreement includes the following Exhibits:

- Exhibit A:** Legal Description of the Property
- Exhibit B:** Depiction of the Property
- Exhibit C:** Conceptual Site Plan
- Exhibit D:** Road Cross Sections

**23. Future Agreements.** Nothing herein shall restrict the City and the Owner from agreeing to amend this Agreement or enter in to one or more additional Agreements relating to this property provided that this Agreement supersedes and replaces all prior agreements, discussions and representation on all subjects relating to the development of the Property. Neither Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.

**24. Effect of Expiration or Termination.** It is the intent of the Parties that the requirements of this Agreement shall apply only during its term and to any permits or approvals applied for or issued during its term. All conditions of any permit approvals shall continue to apply, however, as long as the development approved by such permits remains on the Property. Upon expiration as provided for in Section 4, all rights and obligations of the Parties under this Agreement shall terminate and be of no further effect as follows.



- 24.1 Any development applied for prior to expiration or termination of this Agreement but not yet approved or fully constructed shall continue to be bound and benefit from the terms of this Agreement. All bonding and any ongoing maintenance obligations and provisions shall continue in effect for their self-stated term based on the provision of this Agreement. Any further building permits not yet applied for or issued prior expiration or termination of this Agreement but subject to an approved binding site plan shall continue to be reviewed, approved and conditioned based on the terms of this Agreement, including all terms related to bonding, SEPA mitigation and impact fees.
- 24.2 All development applied for after expiration or termination of this Agreement, but part of the improvements identified by the Conceptual Site Plan shall be required to satisfy any applicable concurrency requirements notwithstanding the issuance of any concurrency certificate during the effective period of this Agreement. Said development shall also be subject to SEPA review if not previously completed and may be conditioned to mitigate any environmental impacts of such development, notwithstanding any mitigation provided during the term of this Agreement and the City shall not be required to credit any mitigation provided during the term of this Agreement against any mitigation subsequently determined necessary to mitigate the environmental impacts of any development for which an application is submitted after expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date below.  
**CITY OF MARYSVILLE**

By: \_\_\_\_\_  
Jon Nehring  
Its: Mayor

Attest:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF SNOHOMISH        )

I certify that I know or have satisfactory evidence that JON NEHRING is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF MARYSVILLE, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Printed: \_\_\_\_\_  
NOTARY PUBLIC in and for Washington  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

SIGNATURES CONTINUE ON FOLLOWING PAGE

SIGNATURES CONTINUED FROM PREVIOUS PAGE

**NP ARLINGTON MIC INDUSTRIAL, LLC,**  
a Delaware limited liability company

By: NPD MANAGEMENT, LLC,  
a Missouri limited liability company, a member

By: \_\_\_\_\_  
Name: Nathaniel Hagedorn  
Its: Manager

By: NPE ARLINGTON MIC HOLDINGS, LLC,  
a Missouri limited liability company, a member

By: NPD Management, LLC,  
a Missouri limited liability company, Its Manager

By: \_\_\_\_\_  
Name: Nathaniel Hagedorn  
Its: Manager

By: NP ARLINGTON OZF, LLC,  
a Missouri limited liability company, a member

By: NPD Management, LLC,  
a Missouri limited liability company, Its  
Manager

By: \_\_\_\_\_  
Name: Nathaniel Hagedorn  
Its: Manager

By: NM QOZ FUND III, LLC,  
a Delaware limited liability company, a member

By: QOZ Holding Company, LLC, a Delaware limited liability company,  
its sole member

By: The Northwestern Mutual Life Insurance Company, a  
Wisconsin corporation, its sole member

By: Northwestern Mutual Investment Management  
Company, LLC, a Delaware limited liability  
company, its wholly-owned affiliate

By: \_\_\_\_\_  
Name: Brian D. Bennett  
Its: Director

ACKNOWLEDGMENTS OF OWNER ON FOLLOWING PAGE

ACKNOWLEDGMENTS OF OWNER BEGIN HERE

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF PLATTE )

I certify that I know or have satisfactory evidence that Nathaniel Hagedorn is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of NPD Management, LLC, a Missouri limited liability company, a member of NP ARLINGTON MIC INDUSTRIAL, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Printed: \_\_\_\_\_  
NOTARY PUBLIC in and for State of Missouri  
My commission expires: \_\_\_\_\_

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF PLATTE )

I certify that I know or have satisfactory evidence that Nathaniel Hagedorn is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of NPD Management, LLC, a Missouri limited liability company, the Manager of NPE Arlington MIC Holdings, LLC, a Missouri limited liability company, a member of NP ARLINGTON MIC INDUSTRIAL, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Printed: \_\_\_\_\_  
NOTARY PUBLIC in and for State of Missouri  
My commission expires: \_\_\_\_\_

ACKNOWLEDGMENTS CONTINUE ON FOLLOWING PAGE

ACKNOWLEDGMENTS CONTINUED FROM PREVIOUS PAGE

STATE OF MISSOURI                    )  
  ) ss.  
COUNTY OF PLATTE                    )

I certify that I know or have satisfactory evidence that Nathaniel Hagedorn is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of NPD Management, LLC, a Missouri limited liability company, the Manager of NPE Arlington OZF, LLC, a Missouri limited liability company, a member of NP ARLINGTON MIC INDUSTRIAL, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Printed: \_\_\_\_\_  
NOTARY PUBLIC in and for State of Missouri  
My commission expires: \_\_\_\_\_

REMAINDER OF PAGE LEFT BLANK;  
ACKNOWLEDGMENTS CONTINUE ON FOLLOWING PAGE

ACKNOWLEDGMENTS CONTINUED FROM PREVIOUS PAGE

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF MILWAUKEE        )

I certify that I know or have satisfactory evidence that Brian D. Bennett is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of Northwestern Mutual Investment Management Company, LLC, a Delaware limited liability company, the wholly-owned affiliate of The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, the sole member of QOZ Holding Company, LLC, a Delaware limited liability company, the sole member of NM QOZ Fund III, LLC, a Delaware limited liability company, a member of NP ARLINGTON MIC INDUSTRIAL, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Printed: \_\_\_\_\_  
NOTARY PUBLIC in and for State of Missouri  
My commission expires: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

#### **ADJUSTED PARCEL A:**

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;

THENCE NORTH 89°49'46" EAST, A DISTANCE OF 20.01 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 51ST AVE NE;

THENCE NORTH 2°00'51" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1273.16 FEET;  
THENCE SOUTH 87°59'09" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1127.00 FEET;

THENCE NORTH 2°00'51" EAST, A DISTANCE OF 89.60 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 2°00'51" EAST, A DISTANCE OF 659.91 FEET;

THENCE SOUTH 88°43'01" EAST, A DISTANCE OF 1504.62 FEET;

THENCE SOUTH 2°12'16" WEST, A DISTANCE OF 647.25 FEET;

THENCE NORTH 89°12'03" WEST, A DISTANCE OF 1502.68 FEET TO THE POINT OF BEGINNING.

#### **ADJUSTED PARCEL C:**

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;

THENCE NORTH 89°49'46" EAST, A DISTANCE OF 20.01 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 51ST AVE NE;

THENCE NORTH 2°00'51" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 407.30 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 2°00'51" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 865.86 FEET;

THENCE SOUTH 87°59'09" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1127.00 FEET;

THENCE NORTH 2°00'51" EAST, A DISTANCE OF 89.60 FEET;

THENCE SOUTH 89°12'03" EAST, A DISTANCE OF 1502.68 FEET TO A POINT ON THE NORTH/SOUTH MIDSECTION LINE OF SECTION 27;

THENCE SOUTH 2°12'16" WEST, ALONG SAID NORTH/SOUTH MIDSECTION LINE OF SECTION 27, A DISTANCE OF 647.25 FEET;

THENCE NORTH 89°41'07" WEST, DEPARTING SAID NORTH/SOUTH MIDSECTION LINE OF SECTION 27, A DISTANCE OF 662.09 FEET;

THENCE SOUTH 2°09'20" WEST, A DISTANCE OF 652.83 FEET TO A POINT ON THE SOUTHERLY LINE OF SECTION 27;

THENCE SOUTH 89°49'46" WEST, ALONG SAID SOUTHERLY LINE OF SECTION 27, A DISTANCE OF 1693.01;

THENCE NORTH 2°00'51" EAST, A DISTANCE OF 407.30 FEET;

THENCE SOUTH 89°49'46" WEST, A DISTANCE OF 272.20 FEET TO THE POINT OF BEGINNING.

#### **PARCEL A: (310527-004-003-00)**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 27, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., LYING WEST AND NORTH OF NORTHERN PACIFIC RAILROAD RIGHT-OF-

WAY; EXCEPT THAT PORTION LYING WITHIN THE MARYSVILLE AND NORTHERN RAILROAD RIGHT-OF-WAY. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**PARCEL C:** (310527-001-003-00 AND 310527-004-003-00)

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER, SECTION 27, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 2002.4 FEET SOUTH OF IRON PIPE AT SOUTH QUARTER CORNER COMMON TO SECTIONS 22 AND 27, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;

THENCE NORTH 89°14' EAST 1827.8 FEET TO THE WESTERLY LINE OF THE NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE SOUTH 30°05' WEST 2309.7 FEET ALONG SAID RIGHT-OF-WAY TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER, SECTION 27;

THENCE WEST 651.6 FEET TO A CEDAR POST;

THENCE NORTH 0°32' WEST 1975.2 FEET TO POINT OF BEGINNING; EXCEPT ROADS; ALSO EXCEPT THAT PORTION LYING WITHIN THE MARYSVILLE AND NORTHERN RAILROAD RIGHT-OF-WAY.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

**PARCEL D:** (310527-003-005-00)

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 27, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;

EXCEPT THE SOUTH 407 FEET OF THE WEST 292 FEET THEREOF;

ALSO EXCEPT ROADS.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

**PARCEL E:** (310527-003-009-00)

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.; EXCEPT THAT PORTION LYING WITHIN THE MARYSVILLE AND NORTHERN RAILROAD RIGHT-OF-WAY. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

**PARCEL F:** (310527-003-008-00)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M. LYING NORTHWESTERLY OF THE NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY;

EXCEPT THAT PORTION LYING WITHIN THE MARYSVILLE AND NORTHERN RAILROAD RIGHT-OF-WAY.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

**PARCEL A:** (310527-002-003-00)

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, LYING WEST AND NORTH OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY AS CONVEYED TO NORTHERN PACIFIC RAILWAY COMPANY, A WISCONSIN CORPORATION BY DEED RECORDED UNDER RECORDING NUMBER 190836, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

**PARCEL B:** (310534-002-006-00)

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;



EXCEPT A STRIP OF LAND ADJOINING THE EAST LINE THEREOF, BEING 58 FEET WIDE, MORE OR LESS, ON THE NORTH END AND 36 FEET WIDE, MORE OR LESS, ON THE SOUTH END AS CONVEYED TO MARY A. NORBERG BY DEED RECORDED UNDER AUDITOR'S FILE NO. 354394, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE WEST 220 FEET OF THE NORTH 250 FEET THEREOF;

AND EXCEPT THE WEST 20 FEET AND THE SOUTH 15 FEET THEREOF AS CONVEYED TO SNOHOMISH COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER AUDITOR'S FILE NO. 308936, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**PARCEL B:** (310534-002-004-00)

THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, LYING WEST OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY AS TAKEN BY DECREE OF APPROPRIATION IN STATE OF WASHINGTON SUPERIOR COURT UNDER CAUSE NUMBER 13373 AND RECORDED UNDER RECORDING NUMBER 193578, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; LESS COUNTY ROAD.

**PARCEL C:** (310534-002-007-00, 310534-002-008-00)

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT THE NORTH 653 FEET OF THE EAST 583 FEET THEREOF;

AND EXCEPT THAT PORTION LYING SOUTHEASTERLY OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY AS CONVEYED TO NORTHERN PACIFIC RAILWAY COMPANY, A WISCONSIN CORPORATION BY DEEDS RECORDED UNDER AUDITOR'S FILE NOS. 193479 AND 193480, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

AND EXCEPT THE NORTH 20 FEET THEREOF AS CONVEYED TO SNOHOMISH COUNTY FOR ROAD PURPOSES, DEED RECORDED UNDER AUDITOR'S FILE NO. 375485, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

AND EXCEPT THE WEST 20 FEET THEREOF AS CONVEYED TO SNOHOMISH COUNTY FOR ROAD PURPOSES, DEEDS RECORDED UNDER AUDITOR'S FILE NO. 308936 AND 375486, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**PARCEL C:** (310534-002-005-00)

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;

THENCE WEST 58 FEET;

THENCE SOUTHERLY TO A POINT 36 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE EAST 36 FEET;

THENCE NORTH TO THE POINT OF BEGINNING;

EXCEPT THE SOUTH 15 FEET THEREOF AS CONVEYED TO SNOHOMISH COUNTY FOR ROAD PURPOSES, DEED RECORDED UNDER RECORDING NUMBER 308936, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

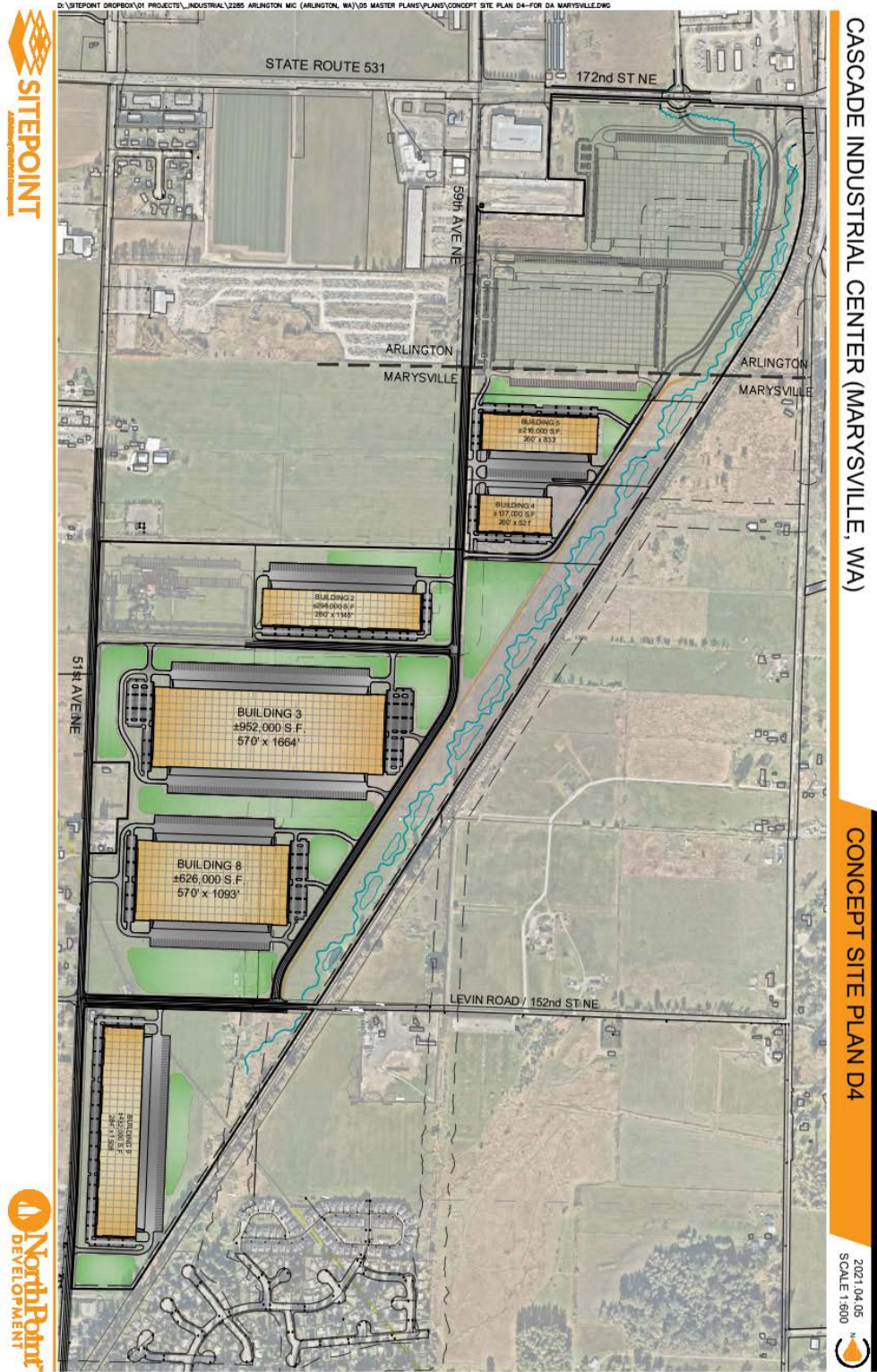
**PARCEL D:** (310534-003-003-00)

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, LYING WEST OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY AS CONVEYED TO THE NORTHERN PACIFIC RAILWAY COMPANY, A WISCONSIN

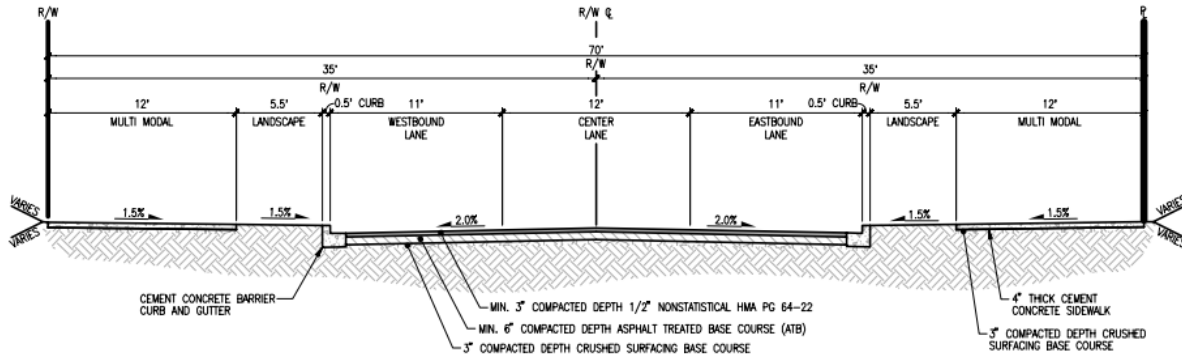
CORPORATION BY DEEDS RECORDED UNDER AUDITOR'S FILE NO. 193479 AND 193480, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND LYING NORTH OF THE FOLLOWING DESCRIBED LINE:  
BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, THAT IS 30 FEET EAST OF THE CENTERLINE OF THE EXISTING COUNTY ROAD;  
THENCE NORTH 05°05'04" EAST, PARALLEL TO AND 30 FEET DISTANT FROM SAID CENTERLINE A DISTANCE OF 605.50 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE;  
THENCE SOUTH 87°56'01" EAST TO THE WESTERLY MARGIN OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY AND THE TERMINUS OF THE LINE;  
AND EXCEPT THE WESTERLY 20 FEET THEREOF AS CONVEYED TO SNOHOMISH COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER AUDITOR'S FILE NO. 375486, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.  
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON



# EXHIBIT C CONCEPTUAL SITE PLAN



## EXHIBIT D ROAD CROSS SECTIONS

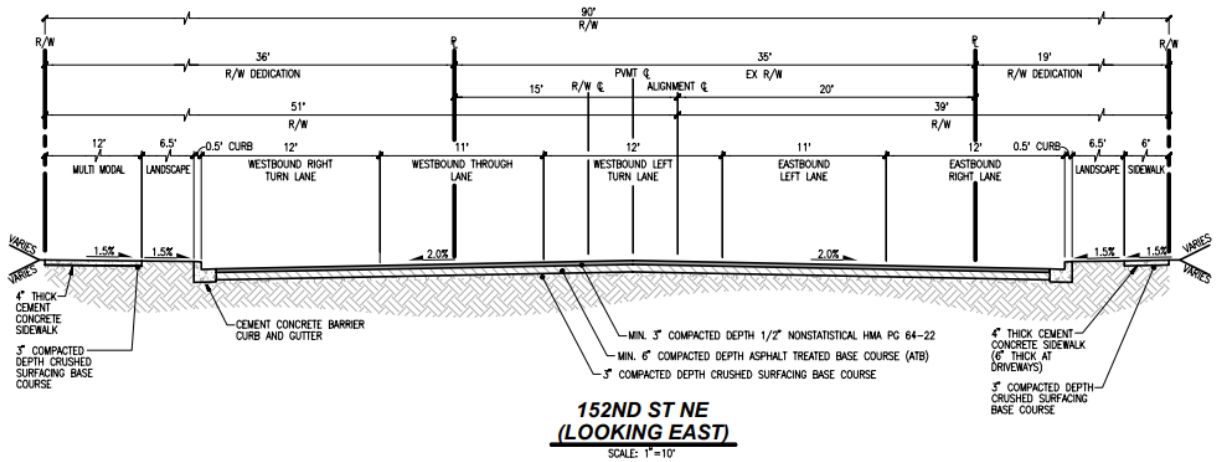


### 59TH AVE NE & 160TH ST NE SECTION

SCALE: 1"=10'

**Note 1:** Above graphic shows “westbound” and “eastbound” directions for 160<sup>th</sup> Street NE. For 59<sup>th</sup> Avenue NE, “westbound” = southbound, and “eastbound” = northbound.

**Note 2:** Where 59<sup>th</sup> Avenue NE abuts the Edgecomb Creek stream corridor, the multi-modal trail within the stream buffer may be used instead of providing the multi-modal trail within the right-of-way on the east side of 59<sup>th</sup> Avenue NE.



### 152ND ST NE (LOOKING EAST)

SCALE: 1"=10'



Mr. Allan Giffen  
Community Development Department  
City of Marysville

Re: Development Agreement- Cascade Business Park

Dear Mayor and City Council,

Thank you for the notification and the opportunity to comment on the Cascade Business Park Binding Site Plan and Development Agreement agenda items set for the City Council Agenda on May 10, 2021. The proposed Cascade Business Park abuts our property on both our southern and eastern boundaries.

As adjacent property owners, we express support for this project. We also desire to notify the City that our stormwater discharge will need to be conveyed to the proposed relocated Edgecomb Creek through the Cascade Business Park.

We ask that the City not enter into any agreement that encumbers our access to Edgecomb Creek. We have been collaboratively working with NorthPoint Development to incorporate this provision into the overall Cascade Business Park stormwater drainage system, which we understand is the current Binding Site Plan submission by NorthPoint.

We look forward to successfully participating in the City's vision to develop the Cascade Industrial Center for light industrial uses.

We thank you for your attention to this matter.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "John Sandstrom".

John Sandstrom

PO Box 3884  
Bellevue, WA 98009  
206-793-3363  
john.sandstrom@mowatco.com

P.O. Box 3884 | Bellevue, WA 98009



May 7, 2021

City of Marysville  
Attn: Chris Holland  
80 Columbia Ave  
Marysville, WA 98270

**RE: Cascade Commerce Center  
Offsite Drainage  
LDC Project # 20-133B**

Dear Mr. Holland:

In review of the letter from Mowat Partners received by the City on May 6, 2021 the concern was that the proposed Cascade Commerce Center will provide for stormwater conveyance from adjacent properties. The Mowat Partners property is located to the west of the site along the alignment of the proposed extension of 59<sup>th</sup> Ave NE. With the Cascade Industrial Center proposing to move Edgecomb Creek to the east the Mowat Partners want to ensure that they still have a discharge from their site.

In the design of this project LDC completed a detailed upstream analysis to determine all areas that currently drain onto the project area. The preliminary design of the site that was submitted with the Binding Site plan application included conveyance systems to serve areas that are upstream. The Mowat Partners property is one of the areas that a stormwater pipe stub is being provided to that will convey stormwater to the relocated Edgecomb Creek. This can be found on the attached drawing sheets that were submitted to the City of Marysville.

**Conclusion:**

The Cascade Commerce Center will provide a stormwater conveyance system from the project limits adjacent to the Mowat Partners property to the relocated Edgecomb Creek.

Please feel free to contact us with any questions or comments.

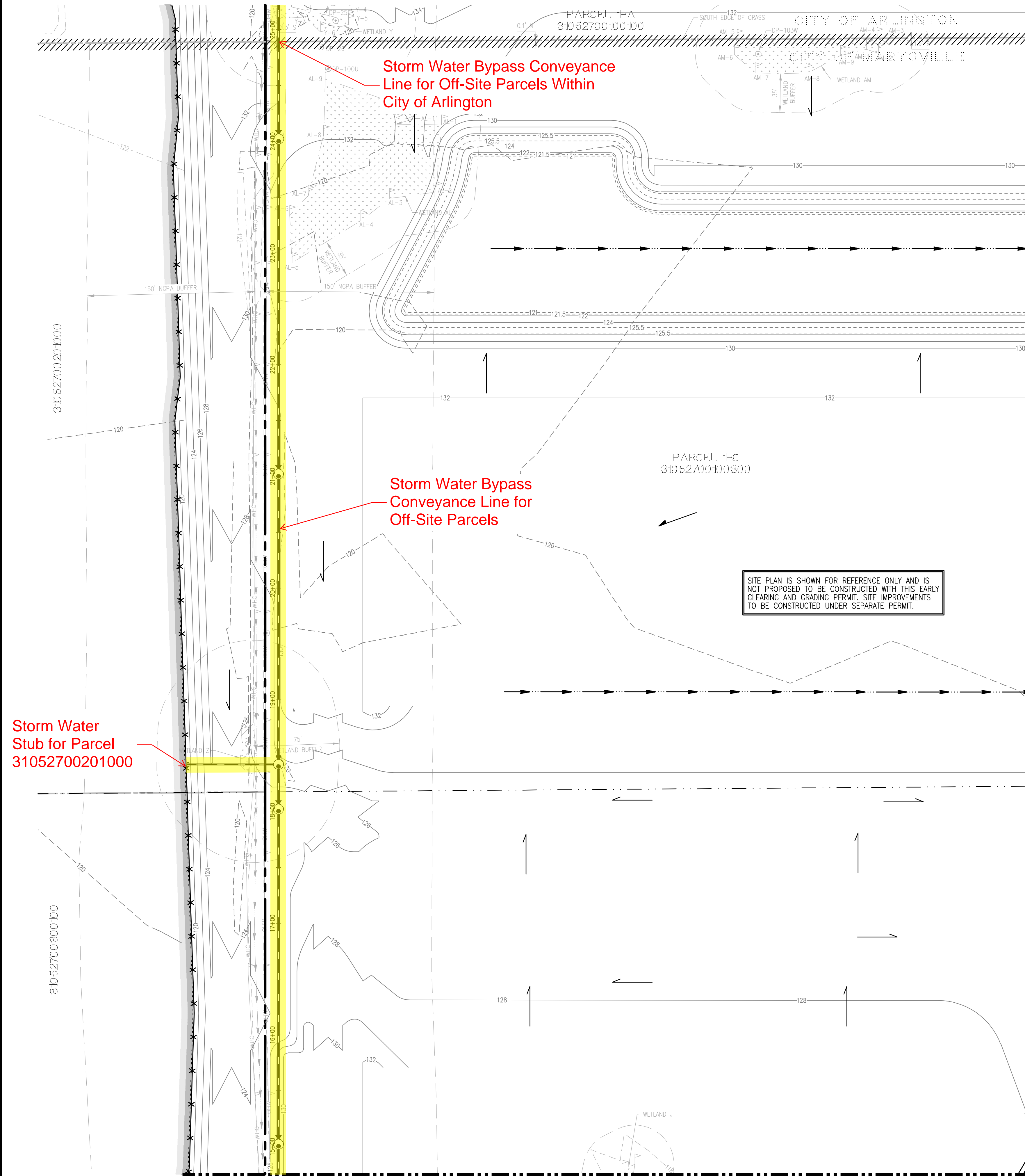
Sincerely,

**LDC, INC.**



Joe Hopper, PE  
Senior Project Manager

SEC 27, TWN 31 N, RGE 5 E, W.M., CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON

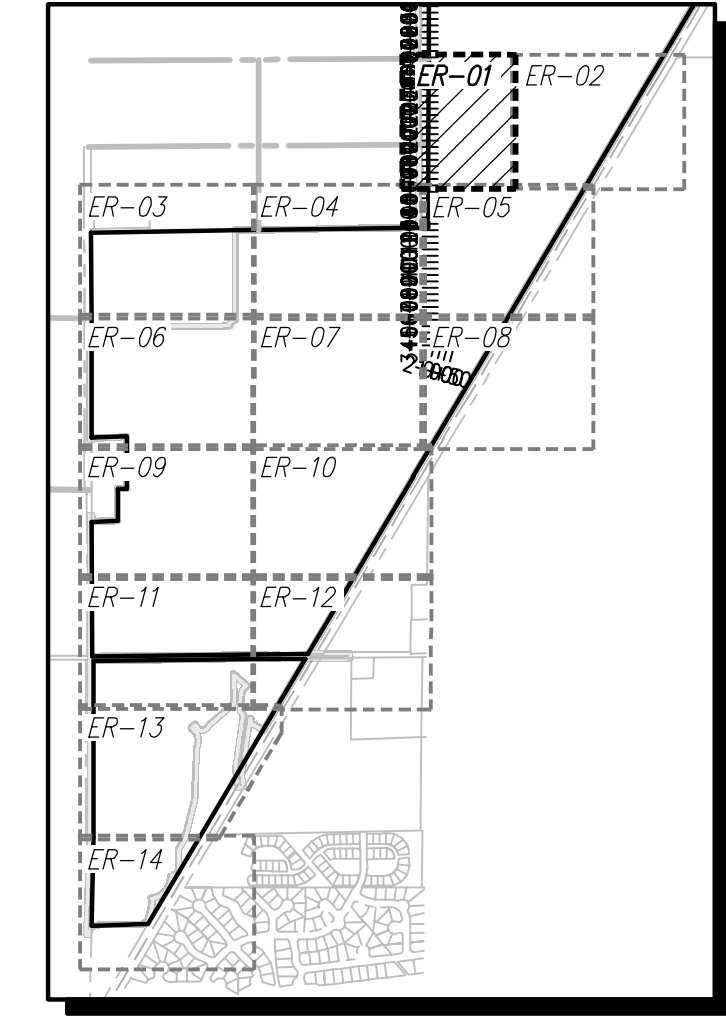
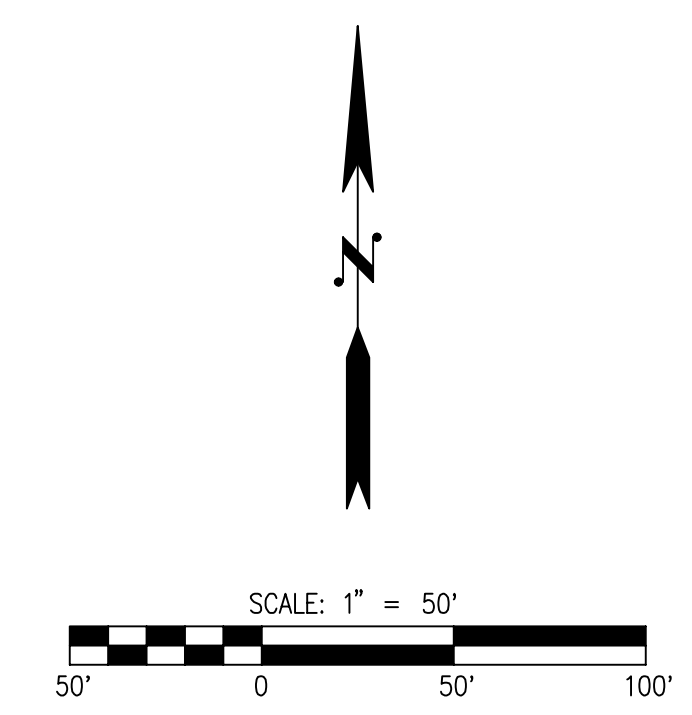


Storm Water Bypass Conveyance Line for Off-Site Parcels Within City of Arlington

Storm Water Bypass Conveyance Line for Off-Site Parcels

Storm Water Stub for Parcel 31052700201000

SITE PLAN IS SHOWN FOR REFERENCE ONLY AND IS NOT PROPOSED TO BE CONSTRUCTED WITH THIS EARLY CLEARING AND GRADING PERMIT. SITE IMPROVEMENTS TO BE CONSTRUCTED UNDER SEPARATE PERMIT.



KEY MAP SCALE: 1"=1500'

LEGEND

- CLEARING AREA
- PROTECTED AREA
- CLEARING LIMITS
- SILT FENCE/ORANGE FENCE
- CONVEYANCE SWALE
- PUMPED DISCHARGE LINE
- ROCK CONSTRUCTION ENTRANCE
- CATCH BASIN PROTECTION
- TESC POND
- PRE DEVELOPMENT DRAINAGE PATTERN
- POST DEVELOPMENT DRAINAGE PATTERN
- INSTALL CHECK DAM EVERY 100' OR 2' OF ELEVATION CHANGE
- TBR TO BE REMOVED
- BAKER TANK
- RIPRAP PAD

TESC SEDIMENT POND 1	
BOTTOM ELEVATION	118.00
BOTTOM AREA (SF)	6,175 SF
TOP ELEVATION	120.00
TOP AREA (SF)	7,505 SF
SIDE SLOPES	2:1
OVERFLOW ELEVATION	120.00

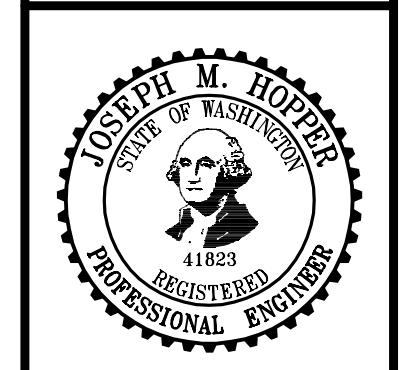
ALL TESC SEDIMENT PONDS TO BE 95'x65' (BOTTOM) UNLESS OTHERWISE NOTED.

Call 2 Business Days Before You Dig  
**811 or 1-800-424-5555**  
 Utilities Underground Location Center

NO.	DATE	DESCRIPTION

**LDC** Surveying Engineering Planning  
 Woodinville  
 20210 142nd Avenue NE  
 Woodinville, WA 98072  
 T 425.846.1869 www.LDCorp.com

**NORTHPOINT**  
**CASCADE COMMERCE CENTER**  
**EARLY CLEARING AND GRADING**  
 PHASE 2 TESC AND DEMOLITION PLAN



JOB NUMBER: C20133  
 DRAWING NAME: C013300W-ER-P2  
 DESIGNER: JMH  
 DRAFTING BY: RCR  
 DATE: 5-4-21  
 SCALE: 1"=50'  
 JURISDICTION: CITY OF MARYSVILLE

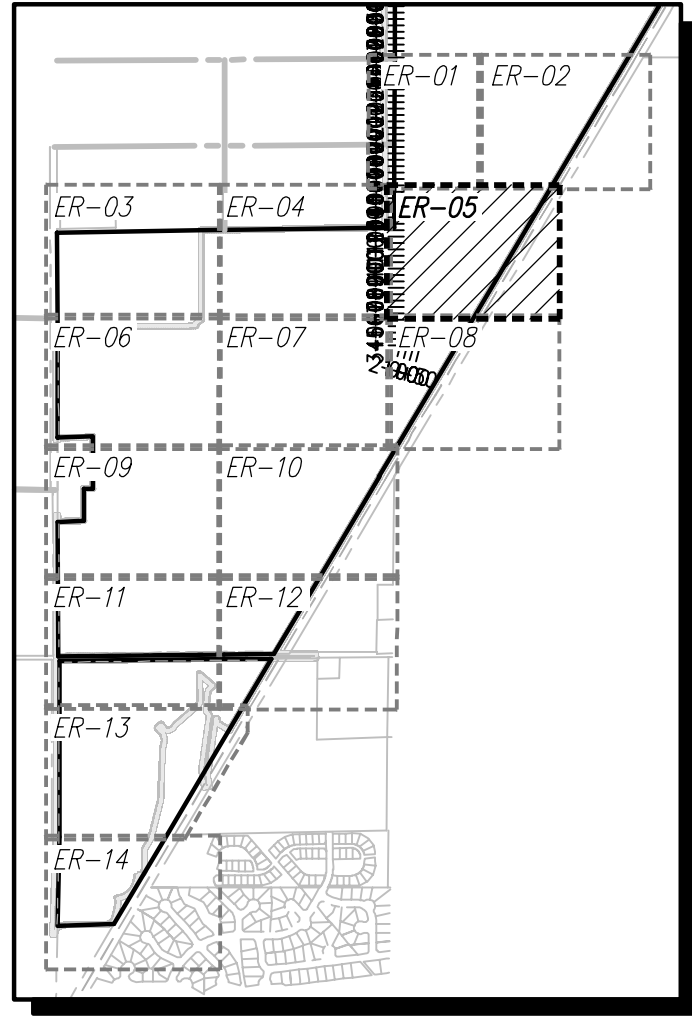
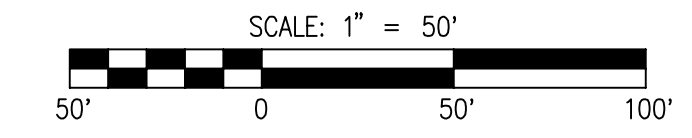
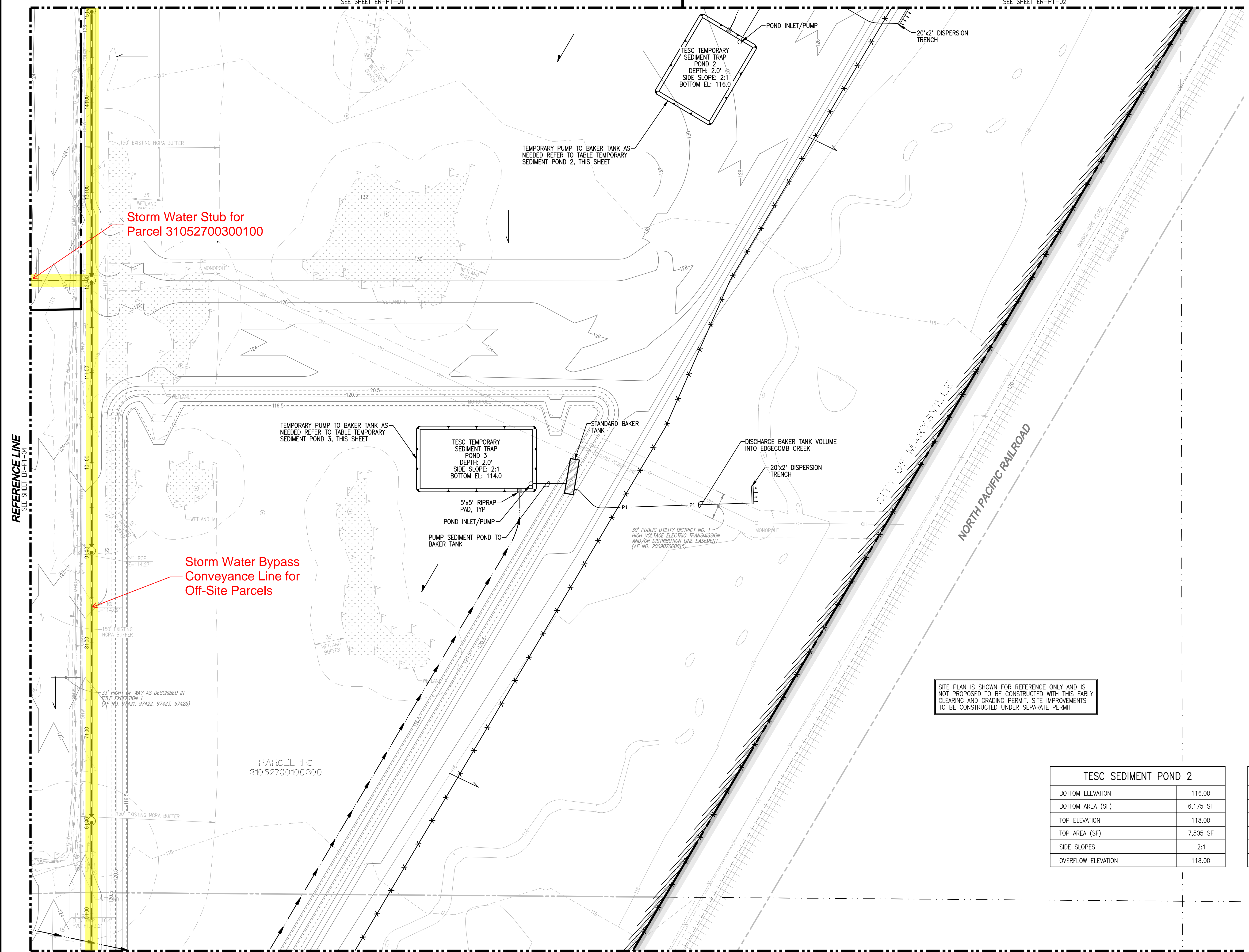
Drawing: P:\C\1\2020\20-133 Cascade Industrial Center\Drawings\Overall EC&G\1-Marysville ECG\20133BECM\W-ER-PL-P2.dwg Plotted: May 06, 2021, 4:51pm

**UTILITY NOTE**  
 THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

**DISCLAIMER**  
 THE TOPOGRAPHIC SURVEY WAS PERFORMED BY LDC, INC. IN MAY 2020. ANY CHANGES TO THE SITE AFTER THIS DATE WILL NOT BE REFLECTED IN THE PLANS. ANY DISCREPANCIES FOUND BETWEEN WHAT IS SHOWN ON THE PLANS AND WHAT IS NOTED IN THE FIELD SHOULD BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.



REFERENCE LINE SEC 27, TWN 31 N, RGE 5 E, W.M., CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON REFERENCE LINE  
SEE SHEET ER-P1-01 SEE SHEET ER-P1-02



**LEGEND**

- CLEARING AREA
- PROTECTED AREA
- SILT FENCE / ORANGE FENCE
- CONVEYANCE SWALE
- PUMPED DISCHARGE LINE
- ROCK CONSTRUCTION ENTRANCE
- CATCH BASIN PROTECTION
- TESC POND
- PRE DEVELOPMENT DRAINAGE PATTERN
- POST DEVELOPMENT DRAINAGE PATTERN
- INSTALL CHECK DAM EVERY 100' OR 2' OF ELEVATION CHANGE
- TBR TO BE REMOVED
- BAKER TANK
- RIPRAP PAD

TESC SEDIMENT POND 2	
BOTTOM ELEVATION	116.00
BOTTOM AREA (SF)	6,175 SF
TOP ELEVATION	118.00
TOP AREA (SF)	7,505 SF
SIDE SLOPES	2:1
OVERFLOW ELEVATION	118.00

TESC SEDIMENT POND 3	
BOTTOM ELEVATION	114.00
BOTTOM AREA (SF)	8,125 SF
TOP ELEVATION	116.00
TOP AREA (SF)	9,695 SF
SIDE SLOPES	2:1
OVERFLOW ELEVATION	116.00

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**REVISIONS**

NO.	DATE	DESCRIPTION

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PHASE 2 TESC AND DEMOLITION PLAN

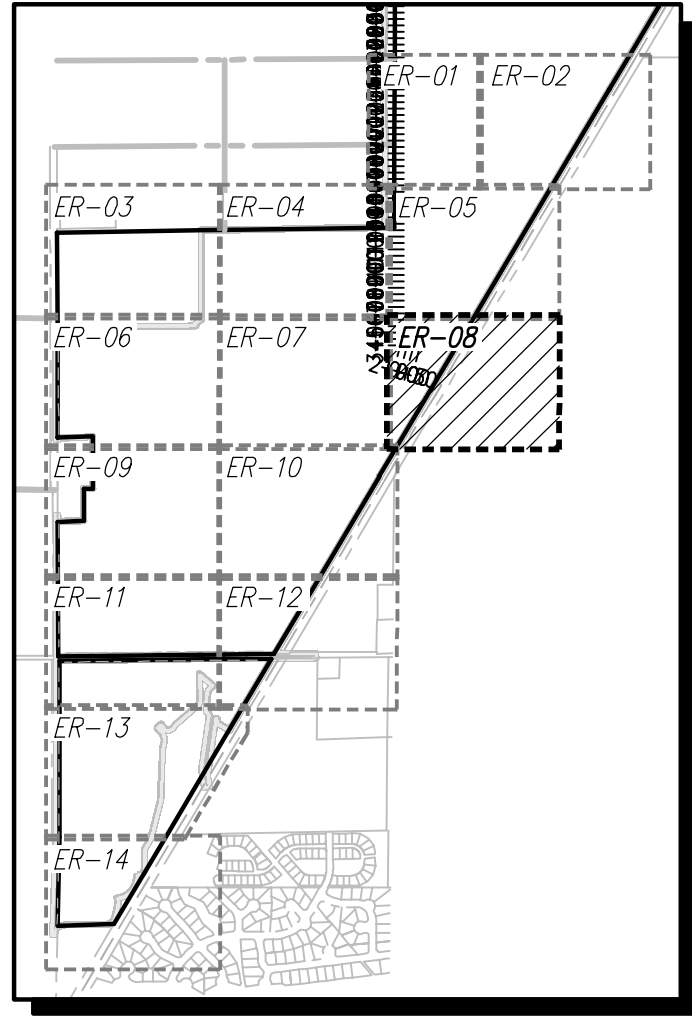
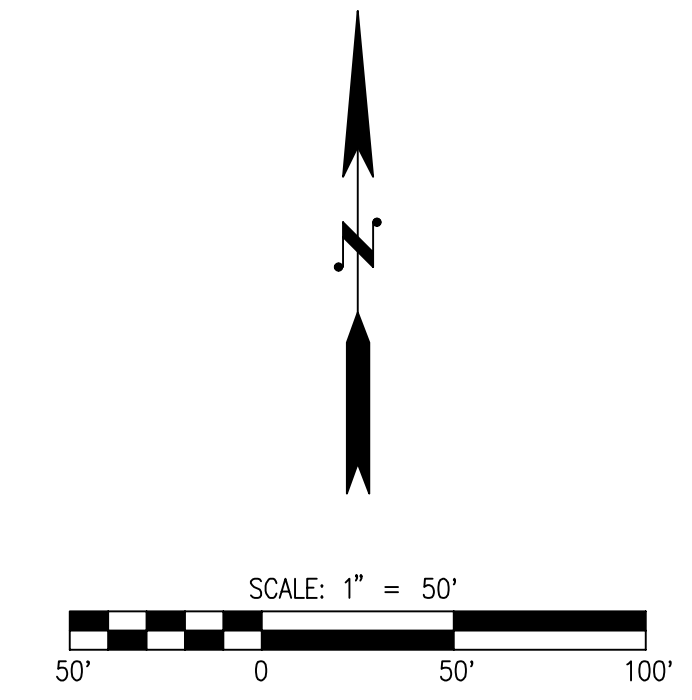
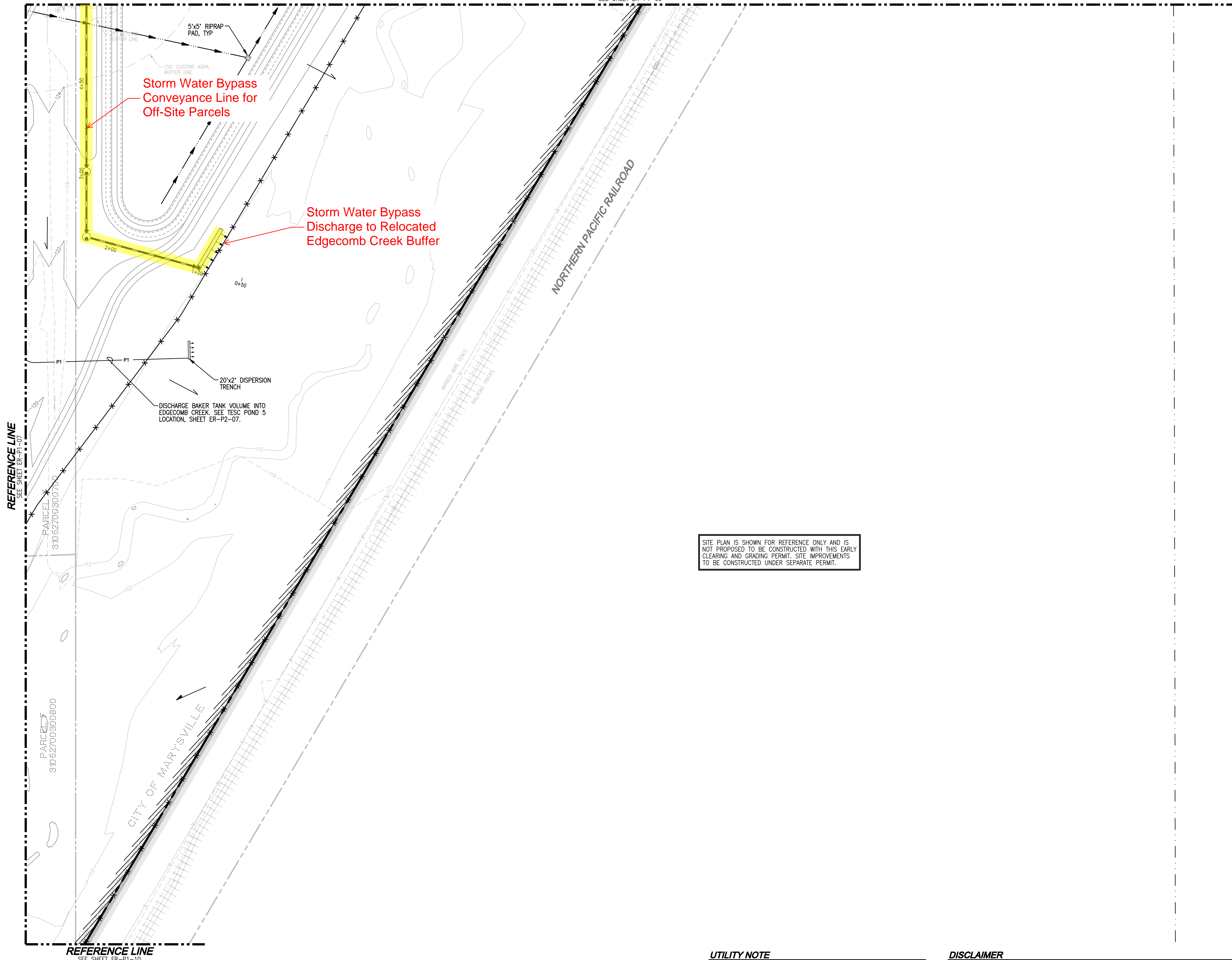
**ER-P2-05**  
SHEET 51 OF 77

**JOSEPH M. HODGER**  
PROFESSIONAL ENGINEER  
41823

JOB NUMBER: C20133  
DRAWING NAME: C0113300-ER-P2  
DESIGNER: JMH  
DRAFTING BY: RCR  
DATE: 5-4-21  
SCALE: ---  
JURISDICTION: CITY OF MARYSVILLE

SEC 27, TWN 31 N, RGE 5 E, W.M., CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON

REFERENCE LINE  
SEE SHEET ER-P1-05



KEY MAP  
SCALE: 1"=1500'

LEGEND

- CLEARING AREA
- PROTECTED AREA
- SILT FENCE/  
ORANGE FENCE
- CONVEYANCE SWALE
- P1 PUMPED DISCHARGE LINE
- ROCK CONSTRUCTION  
ENTRANCE
- CATCH BASIN  
PROTECTION
- TESC POND
- PRE DEVELOPMENT  
DRAINAGE PATTERN
- POST DEVELOPMENT  
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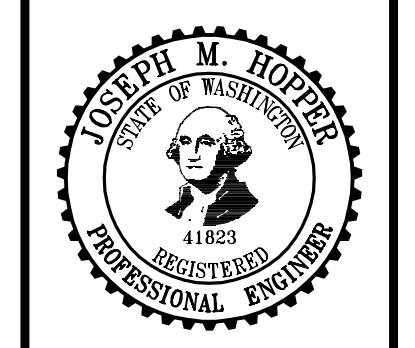
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JOB NUMBER: C20133  
DRAWING NAME: C013300W-ER-P2-08  
DESIGNER: JMH  
DRAFTING BY: RCR  
DATE: 5-4-21  
SCALE: 1"=50'  
JURISDICTION: CITY OF MARYSVILLE

**ER-P2-08**

Drawing: P:\City\0200\20-133 Cascade Industrial Center\Drawings\Overall EC&G\1-Marysville ECG\20133BECOMV-ER-PL-P2.dwg Plotdate: May 06, 2021 - 4:51pm